

PD60000 94956

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

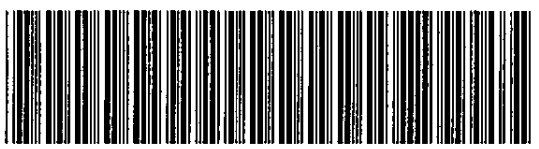
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400081800404

*Merge
fees*

11/20/06--01017--021 **70.00

FILED
06 NOV 20 AM 8:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

GEORGE G. PAPPAS, P.A.

Attorneys at Law

901 N. Hercules Avenue - Suite C, Clearwater, Florida 33765

Telephone (727) 447-4999

Facsimile (727) 447-4989

November 17, 2006

By Federal Express Delivery

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

RE: Corporate Merger
Baer-Sugg, Inc. and Bella Vina of Tampa Bay, Inc.

Enclosed please find Articles of Merger together with Plan of Merger relative to the above named corporations, together with your fees totaling \$70.00.

I have also included an extra copy for your use in furnishing us a stamped-filed copy.

Please advise me if you have additional requirements; thank you for your assistance.

Sincerely,

By Mariani Heath
Assistant

George G. Pappas
GGP/mlh
Enclosure

ARTICLES OF MERGER
OF
BAER-SUGG, INC. & BELLA VINA OF TAMPA BAY, INC.

FILED
06 NOV 20 AM 8:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The undersigned corporations have adopted a Plan of Merger.
2. Baer-Sugg, Inc. is a validly and legally formed corporation under the laws of the State of Florida, maintaining its principal business address at 12125 W. Linebaugh Ave., Tampa, FL 33626.
3. Bella Vina of Tampa Bay, Inc. is a validly and legally formed corporation under the laws of the State of Florida, maintaining its principal business address at 42W567 Steeplechase, St. Charles, IL 60157.,
4. The name of the Surviving Corporation is Bella Vina of Tampa Bay, Inc.
5. The Plan of Merger of the undersigned corporations was adopted pursuant to Sections 607.1101 and 607.1103, Florida Statutes.
6. No changes in the Articles of Incorporation of the Surviving Corporation have been made.
7. The Plan of Merger was adopted by the director(s) and by the required shareholder(s) of Baer-Sugg, Inc. on NOVEMBER 15, 2006.
8. The Plan of Merger was adopted by the director(s) and by the required shareholder(s) of Bella Vina of Tampa Bay, Inc. on NOVEMBER 15, 2006.
9. The Plan of Merger calls for the retirement of the issued and outstanding shares of Baer-Sugg, Inc. without any conversion thereof or payment therefore, and that the Surviving Corporation shall assume all of the liabilities and contractual obligations of Baer-Sugg, Inc. in consideration of Baer-Sugg, Inc. unconditionally conveying all of its assets to Bella Vina of Tampa Bay, Inc., and that there shall be no change in the Articles of Incorporation of Bella Vina of Tampa Bay, Inc.
10. The Plan of Merger will become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida.

Dated this 15th day of November, 2006.

BAER-SUGG, INC.

By:
President

(corporate seal)

BELLA VINA OF TAMPA BAY, INC.

By:
President

(corporate seal)

PLAN OF MERGER
OF
BAER-SUGG, INC. & BELLA VINA OF TAMPA BAY, INC.

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, Florida Statutes, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST

The exact name and jurisdiction of each merging party are as follows:

Bella Vina of Tampa Bay, Inc.	-	-	-	Florida
Baer-Sugg, Inc.	-	-	-	Florida

SECOND

The exact name and jurisdiction of the surviving party is as follows:

Bella Vina of Tampa Bay, Inc.	-	-	-	Florida
-------------------------------	---	---	---	---------

THIRD

The terms and conditions of the merger are as follows:

A. Upon the terms and subject to the conditions set forth herein, and in accordance with applicable law, at the effective time of the Merger, Baer-Sugg, Inc. shall be merged with and into Bella Vina of Tampa Bay, Inc. As a result of the Merger, the separate existence of Baer-Sugg, Inc. shall cease and Bella Vina of Tampa Bay, Inc. shall continue as the surviving corporation of the Merger.

B. Subject to the terms and conditions of this Agreement, the articles of merger shall be executed and filed with the Secretary of State of the State of Florida in accordance with the applicable sections of the Florida Business Corporations Act. The Merger shall become effective upon such filing of the Florida Articles of Merger.

C. The effect of the Merger shall be as provided in the provisions of applicable law, and without limiting the generality of the foregoing, and subject thereto all of the property, rights, privileges, powers and franchises of Baer-Sugg, Inc. and Bella Vina of Tampa Bay, Inc. shall vest in the Surviving Corporation, and all debts, liabilities and duties of Baer-Sugg, Inc. and Bella Vina of Tampa Bay, Inc. shall become the debts, liabilities and duties of the Surviving Corporation.

FOURTH

The manner and basis of converting the interests, shares, obligations or other securities of the merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

At the effective time of the Merger, each share of Baer-Sugg, Inc., the wholly owned subsidiary of Bella Vina of Tampa Bay, Inc., that is issued and outstanding immediately prior to the effective time of the Merger shall be cancelled and retired and all rights in respect thereof shall cease to exist without any conversion thereof or payment therefore and no stock of Bella Vina of Tampa Bay, Inc. or other consideration shall be delivered in exchange therefore.

FIFTH

The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the effective date of the Merger of the following:

This Agreement shall have been approved and adopted by the shareholders of Baer-Sugg, Inc. and Bella Vina of Tampa Bay, Inc. to the extent, but only to the extent, required by applicable law.

SIXTH

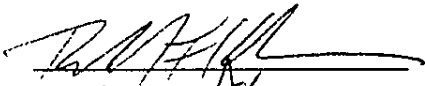

A. This Agreement shall not be assigned by operation of law or otherwise.

B. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

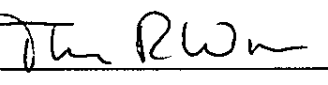
C. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the law of the State of Florida.

IN WITNESS WHEREOF, Baer-Sugg, Inc. and Bella Vina of Tampa Bay, Inc. have caused this agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

WITNESSES:

BAER-SUGG, INC.

By: 

BELLA VINA OF TAMPA BAY, INC.

By: 